EXHIBIT 1

AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION TRIBUNAL

In the matter of the arbitration between:

Case 01-18-0001-6352

MITCHEL HYMAN; individually and derivatively on behalf of Ramones Productions, Inc.

Claimant,

-against-

JOHN FAMILY TRUST OF 1997, u/d/t 2/12/97, LINDA CUMMINGS, LINDA CUMMINGS-RAMONE LIVING TRUST AND SURVIVORS TRUST

Respondents.

FINAL AWARD

LINDA RAMONE a/k/a LINDA CUMMINGS and LINDA CUMMINGS-RAMONE, individually and as a Trustee of Respondent Trusts, and derivatively on behalf of RAMONE PRODUCTIONS, INC.

Counterclaimants

-against-

MITCHEL HYMAN a/k/a “Mickey Leigh”

Counterclaim Respondent

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with an agreement between the above named parties, with all parties appearing at the Hearings with their legal counsel, Matthew Aaronson, Esq. and Charles Glover, Esq. representing Claimant, and Christine Lepera, Esq., Jake Albertson, Esq., and Elaine Nguyen, Esq., representing Respondents on January 21-25, 2019 and February 26 and 27, 2019 ("Hearings"), and having been duly sworn in accordance with the Commercial Arbitration Rules of the American Arbitration Association Amended and effective October 1, 2013, and the Arbitrator having fully viewed the proofs and allegations and having considered all of the evidence and testimony, do hereby state as follows:

PRELIMINARY STATEMENT

The Claimant and Counterclaim Respondent in this matter are Mitchel Hyman (sometimes referred to herein as "Claimant" "Mitchel Hyman," "Hyman," "Mickey," and "Mickey Hyman"). His claims are being brought individually and derivatively on behalf of Ramones Productions Inc. (sometimes referred to herein as "Ramones Productions, Inc.," "RPI" and "Company").

The Respondents and Counterclaimants in this matter are the John Family Trust of 1997, u/d/t 2/12/97, Linda Cummings, Linda Cummings-Ramone Living Trust and Survivor Trust, Linda Ramone a/k/a Linda Cummings and Linda Cummings-Ramone, individually and as a Trustee of Respondent Trusts (sometimes referred to herein as "R-C," "Linda Ramone,", "Linda" and "Linda Cummings-Ramone") and derivatively on behalf of Ramones Productions, Inc.

CLAIMANT'S CLAIMS

In its Statement of Claim dated April 24, 2018, (Claimant's Statement of Claim") the Claimant seeks the relief indicated below (in the section titled "Claimants Demand for Relief" (page 4) in relation to the following Claims:

Claimant Claim #1

The Improper and Unauthorized Use of the Name "Linda Ramone"

Claimant alleges that by referring to herself in social media, advertising and other media as "Linda Ramone" that she is acting in her own personal best interests, and in a manner which has repeatedly and materially breached the Amended and Restated Shareholders Agreement between the parties dated April ___, 2005 (the "2005 Agreement")(J-19), and diluted the intellectual property of the Ramones. Section 9(b) of the 2005 Agreement" defines "intellectual property this way: "The Company, through its directors and officers, shall control the exploitation, merchandising and licensing of memorabilia, products, apparel and intellectual property (collectively, the "Intellectual Property") related to the Ramones. Subject to the unanimous consent of the Board of Directors and Section 12(b)(iv), no Shareholder shall individually exploit, merchandise or license the Ramones memorabilia, products, apparel or intellectual property for product endorsements and merchandising rights of any nature whatsoever" (sometimes referred to herein as "Intellectual Property" and "IP"). Claimant further alleges that LCR's use of "Linda Ramone" also constitutes trademark infringement, trademark dilution and misappropriation.

Claimant Claim #2

The Improper and Unauthorized Use of the Name "Ramones Ranch"

Claimant alleges that by using the term "Ramones Ranch" to describe her home in Los Angeles that the R-C is trying to deceive Ramones fans and the public into believing that this is the official home of the Ramones. Claimant further alleges that such use infringes on the Intellectual Property of the Ramones and constitutes trademark infringement, trademark dilution and misappropriation.

Claimant Claim #3

Linda's Breach of Fiduciary Duties and Misappropriation of Corporate Opportunities

Claimant alleges that LCR breached her fiduciary duties as a director of the Company by exploiting Ramones Intellectual Property for her own purposes and misappropriating corporate business opportunities for her own personal financial gain, self-adornment and benefit.

Claimant Claim #4

The Unauthorized Transfer of the John Trust Shares

Claimant alleges that LCR transferred the shares which represent her 50% interest in the Company (sometimes referred to herein as the "John Trust Shares") to the Survivors Trust in violation of the Sections 3 and 4 of the 2005 Agreement which do not permit the transfer of shares to any person or entity other than to the Company or an affiliate of the Company. Accordingly, the Claimant seeks to purchase the John Trust Shares in accordance with Section 6 of the 2005 Shareholders Agreement.

Claimant's Demand for Relief

Claimant has requested the following Demand for Relief:

> Based on the foregoing, Claimant here seeks an award (a) permanently enjoining the John Trust and Linda from improperly using and exploiting the Ramones Intellectual Property, (b) permanently enjoining Linda from using the names "Linda Ramone", "Linda Cummings-Ramone" or any other name that includes the Ramone surname; (c) permanently enjoining Linda from using the website "lindaramone.com" and directing Linda to take down said website; (d) permanently enjoining Linda from using the term "Ramones Ranch" or "#ramonesranch" and directing Linda to delete all references to such terms on her various social media accounts, including, without limitation, on Facebook, Twitter and Instagram; (e) permanently enjoining Linda from using any term or hashtag containing the word "Ramones" or any of the other Ramones' Intellectual Property or any derivation thereof to promote herself and/or any individuals, bands, companies, brands, events, and activities not expressly authorized by the Company, including, without

limitation, Mr. King, his music and/or shows, and directing Linda to delete all past references to such terms on her various social media accounts, including, without limitation, on Facebook, Twitter and Instagram; (f) permanently enjoining Linda from holding herself out as the President or a President of the Company (as opposed to a "Co-President") or otherwise insinuating or misrepresenting to anyone that she is the sole decision maker for the Company; (g) directing that the John Trust and Linda notify Hyman of any Ramones related business proposal brought to their attention, directly or indirectly, within twenty-four (24) hours of becoming aware of such opportunity or proposal; (h) directing the John Trust and Linda to advise any third parties with whom they communicate regarding Company and/or Ramones related business opportunities or proposals at the commencement of business dealings that all decisions and corporate action relating to Ramones business must be jointly made by them and Hyman; (i) directing the John Trust and Linda to account for all monies and other property gained from the improper use and exploitation of the Ramones' Intellectual Property; (j) directing that the John Trust, the Survivors Trust and the Linda Trust sell the John Trust Shares to Claimant pursuant to the terms of Section 6 of the Agreement; (k) awarding Claimant such damages and interest as may be established at the hearing, which damages are believed to be not less than $275,000; and (l) awarding Claimant all arbitration costs and reasonable attorneys' fees incurred in connection with this proceeding, as provided for in Section 10(b) of the Agreement.

Respondent's Amended Counterclaim

In its Amended Counterclaim dated March 1, 2019, the R-C seeks the relief indicated below (in the section titled "Respondents-Counterclaimants Demand for Relief" on pages 6 and 7) in relation to the following claims:

Counterclaim #1

R-C alleges that in his capacity as an officer and director of RPI, that Claimant failed to act in the best interest of the Company by blocking and unreasonably refusing consent to beneficial opportunities. R-C further alleges that Claimant pursued his own personally motivated agenda and actions and inactions have harmed and will continue to harm the Company.

Counterclaim #2

R-C alleges that Claimant has repeatedly breached his fiduciary duty to the Company by failing to act in the best interest of the Company, by failing to properly manage the assets of the Company, and by acting in a self-interested manner adverse to the interests of the Company.

Counterclaim #3

R-C alleges that Claimant has breached his fiduciary duty as co-owner of the Company by disparaging the character of LCR, and to prevent her use of the names Johnny Ramone and Linda Ramone, harassing her through litigious proceedings, and seeking to deprive her of her legal rights in RPI.

Counterclaim #4

R-C alleges that Claimant has repeatedly, unreasonably withheld consent and approval for use of Ramones' IP and has breached the Settlement Agreement between the parties dated July 1, 2009 (the "Settlement Agreement") (R-92)).

Counterclaim #5

R-C alleges that Claimant has breached the 2005 Agreement by interfering with R-C's right to the exclusive license to exploit the mark/name "Johnny Ramone."

Counterclaim #6

R-C alleges that in violation of the 2005 Shareholder Agreement, as amended by the Amendment to the 2005 Agreement dated July 1, 2009 (the "2009 Amendment") (J-20)), the Claimant's shares were transferred directly from the Estate of Hyman to Mutated Publishing, LLC.

Counterclaim #7

R-C alleges that since the Claimant's shares were improperly transferred as described in Counterclaim #6 above, that R-C are entitled to purchase all or any of these shares in accordance with Section 6 of the 2005 Shareholders Agreement.

Respondent – Counterclaimant's Demand For Relief

R-C has requested the following Demand for Relief:

> Based on the foregoing, Counterclaimant seeks: (a) equitable relief to remove Claimant as an officer and director of RPI, for cause, by virtue of his repeated breaches of fiduciary duty and failure to act in the best interests of RPI; (b) an award of damages to RPI to be determined, estimated in the amount of $5,000,000, for such breaches of fiduciary duty; (c) an award of damages, to be determined for Claimant's breaches of fiduciary duty to his co-owner of RPI; (d) an award of damages to be determined for Hyman's breach of the Settlement Agreement; (e) an award of damages to be determined for Hymn's interference with Counterclaimant's exclusive license in the mark "Johnny Ramone" in contravention of Paragraph 12(b)(iv) of the 2005 Agreement; (f) order declaring that Claimant is not a shareholder in RPI and that the transfer to Mutated Publishing LLC was a breach of the 2005 Agreement and 2009 Amendment; (g) an order directing that the 50% of RPI shares (sometimes referred to herein as the "Joey Shares") be offered to R-C pursuant to the terms of Section 6 of the 2005 Agreement, as well as an award of any losses incurred by R-C as a result of the unlawful transfer; (h) an award for reasonable attorney's fees and arbitration costs to R-C; (i) punitive damages; and (j) such other further relief as the Arbitrator may deem just and proper.

Review of Claimant's Claims

Claimant's Claim #1 – The Improper and Unauthorized Use of the Name Linda Ramone

Prior to the death of her husband John Cummings in 2004, LCR used the name Linda Cummings. She changed her name to "Linda Cummings-Ramone" in 2008. On September 26, 2014 LCR filed an NC-110 form ("Name and Information About the Person Whose Name to be Changed") (R-104) in order to legally change her name to "Linda Ramone." The Claimants have made repeated reference to the fact that in responding to Paragraph 7c of this form "Reason for

name change, (explain)" LCR wrote "The Petitioner, is the widow of Johnny Ramone, and hereby petitions the court to change her last name to remove any prior hyphenated last name (specifically, "Cummings-Ramone) and revert to her late husband's last name." The Claimant correctly points out that LCR's husband's legal last name was "Cummings" and not "Ramone" and that LCR's declaration here was made under penalty of perjury. LCR has indicated that any mistakes in relation to this document were inadvertent and not done in any effort to deceive. Mr. Allebest who advised LCR with regard to this document believes that the reference to "her late husband's last name" was not inaccurate because "he can do a change of name by usage method, which is what he did" (Hearing Tr 1901:5-6). The so-called "usage method" is described in a document titled "California Courts the Judicial Form of California FAQ" (R-520) as follows: "In California, you have a common law right to change your name by the "usage method." This means that you simply pick a new name and start using it consistently in all parts of your life." The Claimant has also introduced evidence which he believes supports its claims that LCR's use of the name is a material breach of the 2005 Agreement and diluted the Ramones' Intellectual Property.

Finding Number One

The Arbitrator agrees with Mr. Allebest's assessment of the name change allegation and, therefore, finds that LCR had no fraudulent intent when she submitted her 2014 name change application. In fact, the "usage method" alone would have justified LCR's right to refer to herself as "Linda Ramone" even if she had never submitted this application. The Arbitrator further finds that LCR was under no legal and fiduciary responsibility to disclose her name change application to the Company.

The Claimant repeatedly alleges that LCR has used the name "Linda Ramone" for "self-serving actions" (Claimant's Statement of Claim paragraph 21) and to "brand herself" (Claimant's

Statement of Claim paragraph 30). The Arbitrator finds that LCR is clearly entitled to use the name Linda Ramone for her own ventures and for those which have nothing whatsoever to do with RPI's business. The only relevant question in relation to this issue is whether the Claimant is correct when he states that "Linda continues to use the name "Linda Ramone" without limitation or regard to Hyman's objections, the terms of the governing agreements, or the best interests of the Company and the Ramones." (Claimant's Statement of Claim paragraph 31). This issue shall be more fully considered in Finding Number Four.

Governing Agreements

The Arbitrator believes that the so-called "governing agreements" which are implicated by the questions which are raised here are: (i) The Shareholder Agreement dated as of October ___, 2002 (the "2002 Agreement" (J-22)), (ii) the "2005 Agreement" (J-19); (iii) the "2009 Agreement" (J-20) and (iv) the Settlement Agreement (R-92) (sometimes collectively referred to herein as the "Governing Agreements").

Band Member Trademarks

The Company owns two trademarks for its "Ramones" marks (Regulation Nos. 3056896 and 4905059 on the United States Patent and Trademark Office register) in International Classes 25, 09, and 16. The Company also owns the Ramones trademarks in several major territories throughout the rest of the world. The parties disagree as to the ownership of fictitious band names (Joey Ramone, Johnny Ramone, Tommy Ramone, Dee Ramone, C.J. Ramone, Marky Ramone, and Richie Ramone, collectively referred to herein as the "Band Members' Names"). The Claimant believes that the Company owns the Band Members' Names. R-C believes that the individual band members own the Band Members' Names.

One of the Claimant's allegations is that the Band Members' Names are fictitious name trademarks that all refer back to the central Ramones trademark. According to the report of the Claimant's Expert Witness Michael Landau, "prior to RPI any registered rights in the Ramones Marks, RPI had established common-law trademark rights to the Ramones Marks" (Landau Expert Report (paragraph 17)(R-102). Claimant contends that the common law rights continue to be the sole property of the Company. Claimant further alleges "that John Cummings was protective of the use the surname Ramone and did not allow non-band members to use the Ramones surname, going as far as requiring Tommy Erdelyi and Douglas Colvin to cease using the Ramones surname after they left the band for a period of time." (Claimant's Closing Statement page 4).

Section 9(b) of the 2005 Agreement

R-C believes that the 2005 Agreement confirms that the Company does not own the individual Band members' Names. In support of that position, R-C cites Section 9(b) of the 2005 Agreement, specifically the first sentence which states "The Company, though its directors and officers shall control the exploitation, merchandising, and licensing of memorabilia, products, apparel, and intellectual property (collectively the "Intellectual Property") related to the Ramones." In the report of R-C Expert David Franklyn, he states "First, this provision, on its face, speaks only to RPI's right to **"control"** exploitation of **RAMONES** "memorabilia, products, apparel and intellectual property," and its Shareholders *warrant* they will not "individually, exploit, merchandise, or license" the name **for product endorsements and merchandising right of any nature** whatsoever." Thus, this provision says nothing about ownership. It certainly does not say that RPI "owns" any trademark or right of publicity in any individual band names. This is a significant difference in trademark law as ownership and control are distinct terms of art. "Control" does not imply "ownership." This provision does not contain a grant of ownership, and

the fact that there is no express statement of ownership is an indication that the parties did not intend to convey ownership (Franklyn Expert Report paragraph 28) (R-448).

Section 12(b)(iv) of the 2005 Agreement

Section 12(b)(iv) of the 2005 Agreement entitled "Permitted Competition" states "Each Shareholder is granted an exclusive license to its respective professional names ("Joey Ramone" or "Johnny Ramone" as the case may be) to use and exploit it in all industries, including, but not limited to, motion picture, television, radio, music publishing and songwriting, literary writing and publishing, theatrical engagements, personal appearances, public appearances, recordings reproduced by any method now known or hereafter known, publications, likeness, biographical material, voice and talents for purposes of advertising and trade and for product endorsements and merchandising rights of any nature whatsoever" (R-19). Claimant believes that Section 12(b)(iv) should be interpreted to say "that the Shareholder" -- the John Family Trust -- has a license to make certain uses of The JOHNNY RAMONE mark. That license was granted by RPI as owner of the JOHNNY RAMONE mark." (Landau Expert Report paragraph 43). R-C believes "This section broadly permits the respective shareholders to use their respective band member names, and specifically clarifies that the use of such names in connection with merchandising will not breach the contract. It does not speak to trademark rights at all ("Franklyn Expert Report paragraph 37) (R-448)."

Individual Band Names

Professor Landau states "The RAMONE or RAMONES trademark(s) that members of The Ramones used as a service mark/stage name are all owned by RPI. Only the band members are authorized by RPI to use or incorporate the "Ramone" mark as a service mark/stage name for professional purposes through "Band Member Agreements," which were entered into in 2005.

Each band member retained his original birth name for all purposes, but was permitted to use the Ramone surname solely for professional purposes pursuant to the license granted by RPI in the Band Members Agreement." (Landau Export Report Paragraph 31).

Professor Franklyn disagrees, stating that the 2005 band member agreements referred to by Professor Landau indicate "that individual band members like Dee Dee owned and retained ownership of their individual trademark and publicity rights in their stage names. (Franklyn Expert Report paragraph 39) (R-448)

Finding Number Two

The Arbitrator finds that the individual band members (including, but not limited to, Joey Ramone and Johnny Ramone) each own their individual trademarks. I have reached this conclusion based upon a number of factors including the following: (i) There is no reference in any of the Governing Agreements which specifically indicates that the Company owns these Band Members' trademarks; (ii) The Company never filed a trademark application to secure the rights to the individual band members names; (iii) In a letter dated May 22, 2002, attorney Brad Rose (who was then representing the Estate of Jeffery Hyman (a/k/a "Joey Ramone") wrote to John Cummings, Ramone Productions, Inc. "In addition, demand is hereby made that you immediately cease and desist from any further manufactures, distribution, licensing and/or other exploitation (foreign or domestic) of the Ramones Intellectual Property (inclusive of merchandise bearing name and likeness of Joey Ramone which is not owned by RPI in any event, until such time as an appropriate shareholder agreement is negotiated and signed, and a Board of Directors is in place." (R-504). I would add that even when a shareholder agreement was negotiated and signed in 2005, it still didn't provide any language which contradicted the position taken by Mr. Rose in his letter; (iv) The individual band member agreements contained language which confirmed their ownership

rights for the trademarks to their own name. For example, the 2005 letter agreement between the Estate of Douglas Colvin, Deceased, and Ramones Productions, Inc., Taco Tunes Inc. and Ramones 1234, LLC dated September 23, 2005 states in paragraph (1) that "the Colvin Estate represents and warrants that it is the successor in interest to the late Douglas Colvin and the owner of all rights, title and interest which Douglas Colvin may have had relating to his participation in the band known as "The Ramones" as well as in his name, likeness, and rights of publicity." (R-100). Paragraph (2)(B) further provides that "The Colvin Estate approves the use by Ramones 1234 of merchandise bearing the resemblance, likeness, or professional name of "Dee Dee Ramone." It is only logical to conclude that if the Colvin Estate did not own the trademark rights to his name - they would not be in a position to grant these rights to the Company; (v) Mark Bell (a/k/a Marky Ramone) entered into a similar arrangement with the same Company entities on September 23, 2005 (R-99). Mark later applied for and obtained a trademark for the name "Mark Ramone" which he has been using without objection; (vi) In a memorandum of agreement between Rosengarten Films, LLC and The Ramones Productions dated as of March 22, 2006 for the development of a film based upon the Claimant's book, *I Slept With Joey Ramone*, and executed by the LCR paragraph 2 states: "Name/Likeness Rights: RP hereby represents that it does not own and/or control Joey Ramone's name, sobriquet, actual and simulated likeness, biography, and other personal identification (collectively, "Likeness Rights"). RP hereby represents and warrants that the Likeness Rights are solely owned and/or controlled by Mickey Leigh, the Estate of Jeff Hyman (a/k/a Joey Ramone) and/or Charlotte Lesher. With respect to the use of trademarks owned and/or controlled by RP, RP agrees to license such trademarks to Producer in connection with the Picture, subject to customary terms and license fees to be negotiated in good faith" (R-511).

The Trademarks for "Johnny Ramone" and Linda Ramone

Claimant has raised objections to the fact that R-C has applied for ownership of the trademarks for "Johnny Ramone and "Linda Ramone" (J23 and J25)

Finding Number Three

For all of the reasons previously indicated in Finding Number Two, the Arbitrator finds that R-C is the rightful owner of the trademark "Johnny Ramone" and neither Mitchel Hyman nor Ramones Productions, Inc. have any ownership rights in relation to this trademark.

Linda Cummings-Ramone was the first person to use the name "Linda Ramone" and she has not assigned her rights in this name to any third parties. Therefore, for this reason and for all of the reasons indicated in Finding Number One, the Arbitrator finds that LCR is the rightful owner of the trademark "Linda Ramone", and neither Mitchel Hyman nor Ramone Productions, Inc. have any ownership rights in relation to this trademark.

Use of the "Linda Ramone" Trademark

Claimant has alleged that LCR has used the name "Linda Ramone" in a manner which has repeatedly and materially breached the Agreement, and diluted the Intellectual Property of the Ramones. Claimant further alleges that such actions have been taken without obtaining the approval of the Company, and in violation of her fiduciary duties as an officer and director of the Company.

On July 1, 2009 a Settlement Agreement was entered into by and between the Estate of Jeffery Hyman a/k/a Joey Ramone (the "Estate") and the John Family Trust of 1997; u/d/t 2/12/97, Linda Cummings, Trustee (the "Trust"). Paragraph 5 of the Settlement Agreement states: "The parties affirm the provisions of Section 9(b) and 12(b)(iv) of the Shareholders Agreement and the procedures for the use of Ramones Intellectual Property contained therein. The parties further

agree that, except as otherwise permitted by law, any use or exploitation of Ramones Intellectual Property (including the Ramones name, logos, music, lyrics, photographs, images, videos or other audio-visual content) by the Estate of Hyman, on the other hand (as to Joey Ramone) or the John Family Trust, on the other hand (as to Johnny Ramone), for or in connection with any of their separate or individual projects or promotion (the "Individual Projects"), shall require the prior written approval from RPI or the other shareholder (i.e. the Estate or the Trust as the case may be), such approval not to be reasonably withheld, delayed or conditioned". Paragraph 7 of the Settlement Agreement provides: "with regard to any product commercially released by RPI, including any advertising or promotional materials created or authorized by RPI relating thereto, the parties agree that Ms. Cummings shall be referred to as "Linda Cummings-Ramone", and no other variation thereon".

On pages 8 and 9 of their Statement of Claim, the Claimant has alleged many improper and unauthorized uses of the name "Linda Ramone" by LCR. These include: (i) In 2012 Linda Cummings-Ramone published the autobiography of John Cummings and that she centered the promotion and book signing using the name "Linda Ramone"; (ii) Linda Cummings-Ramone has used the name "Linda Ramone" to promote an annual event in Southern California called "The Johnny Ramone Tribute"; (iii) She has prominently featured herself as "Linda Ramone" in connection with a Ramone exhibit at the Grammy Museum; (iv) She used the name "Linda Ramone" in an episode of the television series *Portlandia*, and another series called, *The Way We Wore*; (v) Linda Cummings-Ramone has been featured in various magazine articles as "Linda Ramone"; (vi) Linda Cummings-Ramone changed the name of the family foundation to include the name "Linda Ramone" along with that of her late husband; (vii) Linda Cummings-Ramone has been working on an autobiography where she might refer to herself as "Linda Ramone" and (viii)

Linda Cummings-Ramone has accounts on major social media platforms where she uses the name "Linda Ramone"

Finding Number Four

With the exception of paragraphs (ii) and (iii) above, the Arbitrator finds that the Claimant's allegations here are utterly baseless and the continued use of the name "Linda Ramone" for these types of activities by LCR do not constitute a breach of the Governing Documents nor do they constitute a breach of LCR's fiduciary obligations to the Company. The issue regarding the use of the "Linda Ramone" name in relation to the Grammy Museum exhibit (paragraph iii) will be considered as part of the Arbitrator's analysis of the broader issues related to this claim (See pages 29-30).

The Arbitrator finds that the use of the name "Linda Ramone" as the presenter or promoter of the annual "Johnny Ramone Tribute" event is a breach of both the 2005 Agreement and the Settlement Agreement. If the "Johnny Ramone Tribute" was strictly limited to a celebration of the life and career of Johnny Ramone (e.g. where films are shown about the life of Johnny Ramone, where lectures are being given about his career and where only Johnny Ramone materials are being displayed or used in the promotion of this event) - I would find absolutely no objection to the use of the name "Linda Ramone" in conjunction with this event. However, that's not what the "Johnny Ramone Tribute" is. A simple Google search of the event will find references like this one from Time Out Magazine. "The annual tribute features vintage Ramone concert footage." The article itself is illustrated - not with a photo of Johnny Ramone - but rather by a photo of the entire Ramones' band. (https:://www.timeout.com/los-angeles/things-to-do/johnny-ramone-tribute). Another reference to the Tribute in Encore states, "A special screening of the classic 1977 Ramones concert film *It's Alive* will be shown". The final paragraph of this article states "The

special outdoor event is presented by Linda Ramone in association with the Johnny Ramone Army." (https://celebrityaccess.com/coarchive/johnny-ramone-tribute/). However, the most convincing evidence on this subject came from the R-C's own witness Duff McKagan who testified: "It's a Johnny Ramone event that's probably more known as just a celebration of the Ramones" (Hearing Tr. 2068:25-2069:2-3). In discussing his 2018 appearance at the Tribute, McKagan said "we played Ramones songs acoustically to 2000 people" (Hearing Tr. 2068:3-4). When asked "But the purpose of the organization is to focus on honoring her husband and the legacy of the Ramones; is that your understanding?" McKagan replied: "That's correct, yes, for sure." (Hearing Tr. 2069:10-13).

The Arbitrator finds that as it is currently presented "The Johnny Ramone Tribute" event does utilize Ramones' Intellectual Property (such as Ramones name, music, lyrics, photographs and audio visual content). Pursuant to the provisions of the Settlement Agreement, R-C must obtain the approval of the Claimant in order to proceed. The Arbitrator has determined that such uses of Ramones' Intellectual Property in relation to the "Johnny Ramone Tribute" are reasonable and Claimant may not withhold his approval for any reason provided that LCR refers to herself as Linda Cummings-Ramone in all advertising media (including social media) and promotion of the "Johnny Ramone Tribute" event.

Claimant's Claim #2

The Improper and Unauthorized Use of the name Ramones Ranch

Claimant alleges the use of the phrase "Ramones Ranch" to describe her Los Angeles, California home is "designed to deceive the public into believing that her home is the official home of the Ramones and the epicenter of Ramones activity, much in the way that Graceland, the home of Elvis Presley, has become associated with Elvis Presley's legacy." (Claimant's Pre-Hearing

Brief page 3). Claimant also points out that LCR frequently references the term "Ramones Ranch" in her social media postings and makes regular use of the hashtag "#ramonesranch." Claimant believes that LCR did not start to use the term "Ramones Ranch" until 2013 – almost ten years after the death of her husband with whom she shared this home. In his report, Claimant's Expert Witness, Professor Landau, concludes that R-C's use of the Ramones Ranch mark is "likely to cause confusion with, dilute, and unfairly compete with the Ramones Marks and other intellectual property held by RPI" (The Landau Expert Report page 31). Claimant contends that R-C "has never been authorized to use the term 'Ramones Ranch' by the Company or by Hyman and such use blatantly infringes on the Ramones' Intellectual Property and her unauthorized and self-serving use of the term 'Ramones Ranch' and #ramonesranch constitutes trademark infringement, trademark dilution and misappropriation and other violations under both Federal and New York State law." (Claimant's Statement of Claim pages 10 and 11).

R-C responds to these allegations by pointing out that "Linda is not usurping to herself the 'Ramones' mark for any commercial purpose, or causing harm to the Ramones IP. In fact, she is the only person, as witnesses will attest, who actually cares about the Ramones IP and who is trying to create opportunities for RPI to exploit and monetize the Ramones IP – which is the IP Hyman should be focused on. He is not." (Counterclaim Against Mitchel Hyman by Linda Ramone et al. page 3). R-C contends that she has not infringed on any RPI Ramones trademarks. R-C states "Claimant cannot identify any 'goods or services' in connection with which the mark is used. Use that is not in connection with 'goods or services' cannot violate the Lanham Act as a matter of law. Second, and relatedly, Claimant cannot show any likelihood of confusion based on the Polaroid factors." (Respondent's and Counter-Claimant's Pre-Hearing Brief, page 12).

Finding Number Five

The Arbitrator finds that R-C's use of the name "Ramones Ranch" in connection with the goods and services for which she acts as an "influencer" does amount to a commercial use in commerce. The Arbitrator further finds that because of LCR's historical affiliation with the Ramones brand and her use of the name "Linda Ramone" that there is a likelihood that the public will draw the conclusion that the "Ramones Ranch" has an official affiliation with the Ramones brand. Therefore, the Arbitrator finds that the use of the name "Ramones Ranch" and #ramonesranch do amount to trademark infringement, and dilution because their use of the mark "Ramones" is part of the Intellectual Property, which is clearly owned by the Company. Therefore, until R-C is able to obtain the approval of the Claimant, R-C is estopped from referring to her Los Angeles home in all advertising, media (including social media) and promotion as the "Ramones Ranch." Nothing contained in this Finding Number Five should be interpreted to prevent LCR from referring to her home as "The Linda Ramone Ranch" or "The Johnny Ramone Ranch" or "The Johnny and Linda Ramone Ranch" or "The Linda and Johnny Ramone Ranch"– all names which are perfectly acceptable and accurately describe this location

Claimant's Claim #3

Linda's Breach of Fiduciary Duties and Misappropriations of Corporate Opportunities

Claimant alleges that "on several occasions, instead of bringing business opportunities to RPI as she is obligated to do as an officer, director and 50% owner of RPI, Linda usurped business opportunities that belonged to RPI (Claimant's Closing Statement, page 8). The specific opportunities cited by the Claimants that were never offered to the Company include: (i) R-C sold copies of masks of a character called "Pinhead" who had been prominently associated with the

Ramones when they performed together as a band; (ii) R-C purchased a group of Ramones' photos which she subsequently licensed to the Company for the use in return for a fee and (iii) R-C posted a video on social media that was allegedly made specifically for the Johnny Ramone Army and contains stick figure illustrations of the Ramones and a master recording of the Ramones song "Blitzkrieg Bop."

Finding Number Six

I will deal separately with each allegation of breach of fiduciary duties and misappropriations of corporate opportunities by R-C raised by the Claimant (as stated above):

(i) Pinhead Issue

According to a page from her website, LCR offered for sale 20 reproductions of a mask featuring the likeness of a character known as "Pinhead" (C-180). In his testimony, Jeff Jampol described Pinhead this way: "Well Pinhead was a character from a 1930s film that the band appropriated. A lot of people appropriated." (Hearing Tr 1286:6-8). When asked by Mr. Aaronson: "So is it your testimony that Ramone's fans or collectors of Ramone's memorabilia would make no association between a Pinhead mask and the Ramones?" (Hearing Tr. 1286:10-13). Mr. Jampol replied "They may make some association." (Hearing Tr. 1286:14) When re-asked the same question in a slightly different fashion, Mr. Jampol doubled-down on his previous answer and replied "I mean possibly but not necessarily." (Hearing Tr. 1287:4-5)

When asked about the character Pinhead, Dave Frey's answer was much more fulsome: "It all started I believe – and this is kind of lore a little bit, but with the song Pinhead. So there is a song Pinhead and the chorus to it is Gabba Gabba Hey, it had something to do with the movie *Freaks*, and it was a pretty common song. I mean the Ramones, it was a popular song, so it ended up in pretty much all their set lists playing live for 2,200 shows, and there was actually a character

drawn of what a Pinhead would look like, kind of like this sad type of clown person. And so at one point, I think it was the mid-80s and don't hold me to that, it could have been earlier, but one or two crew guys would put on a Pinhead suit and put on a full-on mask that you'd put over your head and go out and kind of jump around on stage, you know like a Pinhead during the song Pinhead, as the band – Joey is wearing a sign around that says "Gabba, Gabba Hey," and we accept you as one of us is the chorus, and it doesn't – it's a pretty inclusive song. It doesn't matter who you are, you're okay with us, but the Pinhead is that character that's been used in T-shirts. It's in records. You know, it's been in Weird Tales of the Ramones, which was a lot of different cartoonists submitted cartoons. So it was a comic book type of multi CD release that was debuted at Comic Con. There was a full-on Pinhead, you know, comic in that, so it's very closely tied with Ramones in my opinion." (Hearing Tr. 740:19-25 and 741: 1-23). The Arbitrator finds Mr. Frey's testimony to be extremely credible on this issue.

To further underscore the strong association between the Pinhead character and Ramones, I would point out that the front cover of the album entitled "Ramones Hey Ho Let's Go Greatest Hits" (R-93) is the iconic Ramones Presidential Seal and on the back cover there is just one photograph . . . not of the band. . . but of the character Pinhead. Here's what Wikipedia said on the very same topic. "To this day, the pinhead, along with the Ramones Presidential Seal is an emblematic symbol of the band and appears on many items of Ramones merchandising" (http://en.wikipedia.org/wiki/Gabba_Gabba_Hey).

Section 9(b) of the 2005 Agreement provides "The Company, through its directors and officers, shall control the exploitation, merchandising and licensing of memorabilia, products, apparel and intellectual property (collectively, the "Intellectual Property") related to the Ramones. Subject to the unanimous consent of the Board of Directors and Section 12(b)(iv), no shareholders

shall individually exploit, merchandise or license the Ramones' memorabilia, products, apparel or intellectual property for product endorsement and merchandising rights of any nature whatsoever." The 12(b)iv) references is a carve-out for exploitations relating to Joey Ramone or Johnny Ramone and does not pertain to the Pinhead issue.

The Arbitrator's finding is that the Pinhead character is unquestionably part of the Company's Intellectual Property. Therefore, I conclude that LCR did breach her fiduciary duties to the Company by misappropriating the corporate opportunity of producing Pinhead masks for sale to the public. Because LCR seems to have acted on what appears to have been poor advice from Mr. Jampol and because the profits from the sale of Pinhead masks appears to have been *de minimus*, the Arbitrator will not assess damages in this instance.

(ii) Ramones Photos

LCR testified that she purchased a group of Ramones photographs from a photographer named Jenny Lenz whom she described as "taking a lot of amazing Ramones photos" (Hearing Tr 1545: 5-6). The following is a colloquy between LCR and Mr. Aaronson "Q. Did you tell Mr. Frey or Mr. Leigh that RPI should purchase the pictures from Jenny Lenz? A. No, they didn't buy them from her. I bought them from her. Q. I'm asking you about the Company, for RPI. Was there a discussion whether RPI should buy these photographs? A. No because Jenny Lenz approached them. They turned her down, then Jenny Lenz approached me. "(Hearing Tr 1545:25 and 1546: 1-11). LCR was also asked if she was paid when the Company's then merchandise administrator (Bravado) licensed some of these photographs from her. She replied: "I assume so" (Hearing Tr 1547:7).

Because the record on this issue contains very little additional information, the Arbitrator concludes that LCR did purchase the rights to their Jenny Lenz photographs after they were offered

to and turned down by the Claimant. Consequently, the Arbitrator finds that LCR did not breach her fiduciary responsibilities to the Company or misappropriate a corporate opportunity by her purchase of the Jenny Lenz photographs. The Arbitrator feels compelled to point out that if a similar opportunity to purchase Ramones photographs were to arise in the future, such opportunity must first be offered to the Company – and not to either the Claimant or R-C.

(iii) Video Posted on Social Media

While it is unquestionably true that the use of a Ramones' song (like "Blitzkrieg Bop") in a video would require a synchronization license and/or a master use license approved by RPI, the Arbitrator regards this particular use as so trivial and financially inconsequential that I prefer to devote no additional time to this issue other than to say that LCR did not breach her fiduciary responsibilities to the Company or misappropriate a corporate opportunity by posting the video (C-187) on her social media pages.

Claimant's Claim #4

The Unauthorized Transfer of The John Trust Shares

Claimant alleges that "it is clear from the plain language of the belatedly produced Trust Declaration that Linda has breached her fiduciary duties as a trustee of the John Family Trust and has improperly converted the shares of RPI that were owned by John Cummings (the "Shares"), in violation of the express terms of the Trust Declaration." Claimant continues, "Because the Shares have been improperly transferred by Linda from the Family Trust (as defined in the Trust Declaration), where they resided following John Cummings death, which has over 30 remainder beneficiaries (the identities of whom have been improperly redacted) who John Cummings explicitly designated as the recipients of his assets upon Linda's death (the "Concealed Remainder Beneficiaries") to Linda's revocable trust (called the Survivor's Trust in the Trust Declaration)

pursuant to which Linda is the sole beneficiary and has the sole authority to determine who will receive the assets of that trust upon her death, a transfer of the Shares owned by the John Family Trust has occurred in violation of the plain language of the 2005 Shareholders Agreement" (Claimant's Memorandum of Law in Opposition to Respondent's Motion for Summary Judgement" pages 2-3).

The relevant sections of the 2005 Agreement are as follows:

"3. Restrictions on Transfer.

(a) General Restrictions. During the term of this agreement, none of the Shares now owned or hereafter acquired by any of the Shareholders may be sold, assigned, transferred, pledged, hypothecated, given away, or in any other manner disposed of or encumbered, except as follows:

(i) such transfer of Shares shall be in accordance with the requirements of this Agreement;

(ii) the proposed recipient of such Shares shall deliver to the Company a written acknowledgement and representation, in form and substance reasonably satisfactory to the Company and its counsel, that the Shares to be received in such proposed transfer are subject to this Agreement and the proposed recipient and his successors in interest are bound hereby; and

(iii) such transfer shall be made pursuant to an effective registration under the Securities Act of 1933, as amended (the "Securities Act"), or an exemption from such registration, and in compliance with all applicable state securities or "blue sky" laws and prior to any such transfer the Shareholder proposing to transfer Shares shall give the Company (A) five (5) days' prior written notice describing the manner and circumstances of the proposed transfer and (B) if requested by the Company, a written opinion of legal counsel who shall be reasonably satisfactory to the Company and its counsel, such opinion to be in form and substance reasonably satisfactory to the Company and its counsel, to the effect that the proposed transfer of Shares may be effected without registration under the Securities Act and in compliance with applicable state securities laws.

Any attempted transfer of Shares other than in accordance with this Agreement shall be null and void and the Company shall refuse to recognize any such transfer and shall not reflect on its records any change in record ownership of Shares pursuant to any such attempted transfer.

(b) Transfers. The closing of any transfer of Shares shall take place at the offices of the Company unless otherwise provided in this Agreement or mutually agreed by the parties

involved in the transfer. Any Shareholder that transfers Shares shall (i) do all things and execute and deliver all such papers as may be necessary or reasonably requested by the Company in order to consummate the transfer of such Shares and (ii) pay to the Company such amounts as may be required for any applicable stock transfer taxes and any expenses incurred by the Company in connection with such transfer (including reasonable attorneys' fees).

4. Permitted Transfers of Shares. Subject to the provisions of Section 3 of this Agreement and the provisions of this Section, any Shareholder may transfer any or all of his respective Shares only upon compliance with the following terms and conditions.

(a) Shareholder Transfers. Any Shareholder may transfer (such Shareholder to be hereinafter referred to as the "Transferor") any or all of his Shares only as follows:

(i) to the Company or any Affiliate of the Company as that term is defined in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended; and

(ii) if the Option triggered under Section 5 is not exercised, to any person or entity by will or in accordance with the applicable laws of descent and distribution;

(b) Transferee Restrictions. Any person or entity who is not a Shareholder as of the date hereof who acquires Shares pursuant to this Section shall comply with Section 3(a)(ii) hereof and shall become a "Shareholder" for purposes of this Agreement. Such Shareholder shall be deemed to be a member of the same Shareholder group (the Hyman Group or the Cummings Group, as the case may be, and each, a "Shareholder Group") as that of the Transferor and shall be bound by all the provisions of this Agreement.

(c) Pledge of Hypothecation. No Shareholder may pledge, hypothecate or encumber his Shares."

Claimant is seeking to have the Arbitrator direct the John Trust, the Survivors Trust and the Linda Trust to sell the so-called "John Trust Shares" to the Claimant pursuant to the provisions of Section 6 of the 2005 Agreement. Section 6 states as follows:

"6. Transfer of Shares in Violation of this Agreement. In the event any Shareholders (a "Breaching Shareholder") (i) transfers or disposes of such Shareholder's Shares in any manner without complying with the provisions of this Agreement, (ii) has any of his, her, or its Shares taken in execution, sale, bankruptcy, insolvency or in any other manner, (iii) shall violate the provisions of Section 12 hereof, or (iv) with respect to Linda Cummings (x) Linda Cummings fails to comply with any decision of the Mediator within a period of two (2) years from the date hereof, (y) Linda Cummings breaches the representation or warranty made in Section 10(c) hereof or such representation and warranty shall otherwise become untrue or (z) Kurfirst interferes with any business of the Company or the Ramones or takes any action adverse to the Company, the Ramones, or its business including, without limitation, failing to present any business opportunity

related thereto or which he becomes aware to the Board of Directors; then the Company and the non-Breaching Shareholder shall, upon actual notice thereof, in addition to any other rights and remedies provided herein, have the option to purchase all or any portion or such Shares from the Breaching Shareholder thereof at the fair market value thereof as determined by an independent appraiser retained and paid for by the Company, and upon the terms and conditions set forth in Section 5 hereof (with all shares held by the Breaching Shareholder deemed to be "Available Shares"), except that, in the case of a transfer described in part (i) above, the purchase price shall not exceed the amount paid for said Shares by the purported transferee."

R-C contends "Claimant misunderstands the law. It is axiomatic that a trust is not a legal entity, nor can it own assets. It is the trustee herself that owns assets which are placed in trust. Here, Linda, as trustee, has at all times been the legal owner of the 50% interest in RPI accorded to her under the Shareholder Agreement. Linda has never transferred this interest to any other person or entity, and Claimant's allegations of an invalid transfer are utterly without merit" ("Respondent's Answer and Denial of Claims" pages 5-6). R-C cites several documents and occasions from the execution of the 2005 Agreement until the commencement of this Arbitration in 2018 where the Claimant acknowledged LCR as the owner of the so-called "Johnny Shares." R-C contends that these actions amounted to a relinquishment of Claimant's claim here. R-C represents that LCR is and has always been the only beneficiary of the Survivors Trust and the Linda Cummings-Ramone Living Trust and this is proven by all tax documents, which have been put into evidence during the course of this Arbitration.

Finding Number Seven

In Respondent's Motion for Summary Judgement on Claimant's Claims of Alleged Improper Transfer of RPI Stock, the R-C states that "Hyman's dogged pursuit of his baseless claims, without having conducted any good faith investigation of such claims prior to bringing suit, and his refusal to withdraw despite ample evidence disproving them, is clearly frivolous conduct" (page 20). The Arbitrator did not agree and accordingly denied R-C's motion. In fact,

if it weren't for the Claimant's persistence, it seems unlikely that the R-C would have ever produced a complete copy of the Restated Declaration of Trust of John Cummings and Linda Cummings executed February 12, 1997 (the "Declaration of Trust")(J-21) which exposed the fact that John Cummings had named other beneficiaries in addition to LCR ("Remainder Beneficiaries"). It is not hard for the Arbitrator to understand why Claimant, therefore, concluded that Linda is not the "sole trustee and beneficiary of the entirety of Johnny's estate" (Claimant's Memorandum of Law in Opposition to Respondents' Motion for Summary Judgement" paragraph III page 8). The Arbitrator also understands why the Claimant reasonably assumes that "because the Linda Cummings-Ramone Living Trust (or some successor thereto) is the current holder of a 50% interest in RPI, as Respondents have repeatedly asserted and have apparently represented to state and federal tax authorities, then a change of ownership in violate of the 2005 Shareholders Agreement has occurred" (also paragraph III page 8).

I. Transmutation.

During an examination of LCR's estate planning attorney Edward Allebest, Claimant raised the question as to whether transmutation of an asset could occur under California law if not "evidenced by an expressed declaration that the character of the property was being changed?" (Hearing Tr. 1835:12-14). To which Mr. Allebest replied "My opinion is that the expressed intent of the trust is not perfect, but adequate" (Hearing Tr. 1835:25 and 1836:2). Allebest cited the second amendment and the restatement of the Declaration of Trust as satisfying the requirements (Hearing Tr. 1840:14-17). Mr. Allebest also testified that an actual transmutation document is not necessary to prove if certain assets are separate or community property (Hearing Tr. 1891:11-14). When asked by Mr. Aaronson: "So do you have any evidence or have you seen any documents whereby the John Cummings' interest in RPI was, in fact, transferred to the John Family Trust?"

(Hearing Tr. 1843:18-21) Mr. Allebest replied: "Well on paragraph six sub one it make a reference there to any and all interests of a trustors, plural, in Ramones Productions, Inc. and Taco Tunes. So there is a presumption there that there was an intention to have them in the trust even though no stock was transferred to my knowledge. (Hearing Tr 1843:22-25 and 1844:2-5). The Arbitrator is satisfied with Mr. Allebest's answers on the issue of transmutation.

II. Remainder Beneficiaries.

On page 11 of Claimant's Memorandum of Law in Opposition to Respondent's Motion for Summary Judgement, Claimant states "While Linda repeatedly asserts that she is the sole beneficiary of both trusts, the plain language of the Declaration of Trust makes clear that John Cummings designated numerous other beneficiaries of the Family Trust with at least two who were specifically designated to receive RPI shares, or the value thereof following Linda's death."

Claimant's attorney has raised an interesting issue regarding the status of Remainder Beneficiaries whose names were redacted. However, it is clear to the Arbitrator that evidence shows that LCR is the sole beneficiary during her lifetime and the rights of the Remainder Beneficiaries will not vest, if ever, until her death. Consequently, the Arbitrator finds that the conditions of the 2005 buy-out provisions (Section 5 of the 2005 Agreement) are clear: if LCR was to pre-decease the Claimant, LCR's shares in the Company are required to be offered for sale to the Claimant and the Company in accordance with the terms of Section 5. Therefore, I believe no further action is required in relation to this issue at this time.

III. Change of Ownership.

Claimant states "at some point in time after 2009, whereby RPI shares originally owned by John Cummings, as his separate property, were transferred from the Family Trust to the Survivors Trust or some successor thereto, which contains different beneficiaries from the Family Trust.

Because such transfer violates the clear prohibitions set forth in Section 4 of the 2005 Shareholders Agreement, Respondents are obligated to sell the shares to Claimant pursuant to Section 6 of the 2005 Shareholders Agreement" (Claimants' Pre-Hearing Brief, page 9).

Not surprisingly, the R-C sees this issue quite differently. They contend that the tax documents for LCR's entities demonstrate that she alone is, and has always been, the sole legal and beneficial owner of the RPI shares, that she has not transferred her interests to a third party, and that the provisions of Section 6 of the 2005 Shareholders Agreement only attach if LCR were to have transferred her shares to a third party which the R-C adamantly denies.

During the Hearing, Mr. Allebest testified that: (i) "Linda Ramone is the sole beneficiary of the A and the B portions" (of the John Family Trust) (Hearing Tr. 1815:13-15); (ii) that LCR has done nothing to change her status "as the sole legal beneficiary of the RPI interests with the income coming to her and through her Social Security number now?" (Hearing Tr. 1821:6-17); (iii) that "The trust is an alter ego. That's why the IRS won't even give you a tax ID number for the survivors' trust" (Hearing Tr. 1823:22-24); (iv) that the Claimant has no standing to dictate what LCR does with the income she receives from her RPI shares. As Mr. Allebest testified "shouldn't make any difference what she does with the money or who gets it. It's not standing for him. She could give it to charity if she wants to" (Hearing Tr. 1896:18-21).

The Arbitrator finds the testimony of Mr. Allebert to be convincing on these issues. For reasons stated above, as well as my review of the relevant tax documents, the Arbitrator finds that: (i) LCR has been and continues to be the sole owner and beneficiary of the Johnny Ramone RPI shares; (ii) that the tax filings for the Survivors' Trust show conclusively that LCR is the sole beneficiary of this Trust; (iii) LCR has not improperly transferred these shares to a third party in

violation of the provisions of the 2005 Agreement; and (v) Claimant has no right to exercise the buy-out provisions of Section 6 of the 2005 Agreement.

Counterclaims #1, #2, and #4

A brief summary of R-C's Counterclaims #1, #2, and #4 are contained on pages 5 and 6 of this Final Award. As will be indicated below, the Arbitrator finds a commonality among the issues raised in these counterclaims, which, therefore, lend themselves to be addressed together as a group.

As spoken by the character played by actor Strother Martin in the movie *Cool Hand Luke*: "What we've got here is a failure to communicate." After seven days of Hearings and after reviewing hundreds of pages of documents, it is absolutely apparent to this Arbitrator that both sides are equally to blame for the extraordinary failure to communicate that has developed between the parties in relation to the business interests of RPI and its shareholders. Both parties have used the approval requirements contained in their Governing Agreements as a cudgel in an attempt to force the other side to accede to their point-of-view or their demands. The net result has been a feud worthy of the Hatfields and McCoys, but unworthy of the highly esteemed Ramones brand.

Paragraph 5 of the Settlement Agreement provides that the use of Ramones Intellectual Property "shall require the prior written approval from RPI or the other shareholders (i.e. the Estate or the Trust, as the case may be), such approval not to be unreasonably withheld, delayed or conditioned." The record of this matter is replete with examples of both sides doing exactly the opposite. The Grammy Museum is an obvious example. When this exhibit was located on the east coast, R-C seemed unwilling to provide their full cooperation. When this exhibit was located on the west coast, the Claimant seemed unwilling to provide his full cooperation. Each side seemed intent on not only withholding approvals, but also withholding important information from

the other side. This destructive behavior is likely to have resulted in lost opportunities and casting a pall on the Ramones' brand in a manner that might discourage third parties from wanting to become involved with similar commercial or promotional activities.

It is impossible to know if the behavior of the parties was the reason that this exhibit did not receive offers to travel to other markets (other than the offer from the Saatchi Gallery in London, which required a large guaranteed payment that made it economically untenable). What does seem likely to the Arbitrator is that the internecine fighting has probably created a toxic environment that would discourage many promoters and presenters from wanting to invest their time and money in developing a Ramones exhibit.

Finding Number Eight

R-C's Counterclaims #1, #2, and #4 allege that Claimant has, either as a breach of his fiduciary duty to the Company or otherwise, caused certain harm to come to them, LCR, or RPI by his actions or inactions including: (i) blocking and unreasonably refusing to consent to beneficial opportunities; (ii) pursued his own personally motivated agenda; (iii) failing to act in the best interests of the Company and act in a self-interested manner; and (iv) repeatedly unreasonably withheld consent and approval for use of Ramones IP. The Arbitrator has determined that both parties have unclean hands in relation to these charges, and, therefore, there will be no finding in the R-C's favor on Counterclaims #1, #2, and #4.

Counterclaims #3 and #5

In Counterclaim #3 R-C alleges that Claimant disparaged her character. The Arbitrator agrees that some of the words that Hyman used to describe LCR were vile and sexist. To his credit, Hyman began his testimony by characterizing some of his references to LCR as "childish" and "insulting" and he apologized to her for these remarks (Hearing Tr. 67:17-19).

Counterclaims #3 and #5 alleges that Claimant prevented or interfered with R-C's rights to use the names "Johnny Ramone" and "Linda Ramone."

Finding Number Nine

While the Arbitrator finds certain of Hyman's references to LCR as personally repugnant, they do not constitute a breach of his fiduciary duties as an owner of the Company.

The Arbitrator has previously discussed how LCR had improperly used the names "Johnny Ramone" and "Linda Ramone" in conjunction with activities that implicated the Ramones Intellectual Property, such as The Johnny Ramone Tribute events and The Ramones Ranch (see Finding Number Four and Finding Number Five). Accordingly, the Arbitrator finds that R-C has not sustained its burden for a finding in her favor on either Counterclaim #3 or Counterclaim #5.

Counterclaims #6 and #7

In Counterclaim #6, R-C alleges that the Claimant's shares in the Company were improperly transferred from the Estate of Hyman to Mutated Publishing LLC and that said transfer constituted a breach of the 2005 and 2009 Agreements. In Counterclaim #7, R-C alleges that the breach, which resulted in Counterclaim #6, entitled R-C to purchase Claimant's shares in the Company pursuant to the provisions of Section 6 of the 2005 Agreement.

R-C notes that the 2016 and 2017 tax returns for Ramones Productions Inc. (R-507 and R-508) both list Linda Cummings-Ramone and Mutated Publishing LLC ("Mutated") on Schedule B-1 as being the co-owners of the shares of the Company. R-C takes the position that this is proof that an unauthorized transfer of the ownership of the so-called "Johnny Shares" has taken place.

To counter this position, the Claimant called Mitchel Hyman's accountant Michael J. Friedman to testify at the Hearing on January 23, 2019. Mr. Friedman testified that: (i) the request for Mutated to be listed as the Shareholder of Hyman's shares came from Renee Zuppone who

was an accountant for RPI and not from Hyman (Hearing Tr. 787:7-13); (ii) he has never seen a legal document that transferred ownership of RPI stock from Hyman to Mutated (Hearing Tr. 790:16-20); (iii) he never discussed with Hyman's attorney that the owner of the RPI stock should be changed from Hyman to Mutated (Hearing Tr. 794:19-22); (iv) he also did not have a similar conversation with Mr. Hyman (Hearing Tr. 795:10-12) nor with Mr. Frey (Hearing Tr. 795 13-14; and (v) Mr. Hyman typically does not read the tax documents when he is asked to sign them (Hearing Tr. 801:16-18).

Finding Number 10

The Arbitrator found Mr. Friedman's testimony to be completely credible on this issue. For all of the reasons stated in Mr. Friedman's testimony (which are cited above), the Arbitrator finds that the listing of Hyman's shares in RPI as being owned by Mutated was a simple accounting error and that this transfer did not constitute a breach of the 2005 and 2009 Agreements. Accordingly the R-C has absolutely no right to purchase Claimant's RPI shares pursuant to the provisions of Section 6 of the 2005 Agreement.

I. Claimant's Demand for Relief.

A complete list of Claimant's Demands for Relief is contained on pages 4 and 5. The Arbitrator grants the following:

(i) LCR is barred from all future uses of the term "Ramones Ranch" or "#ramonesranch" or other similar social media reference. Nothing contained in this Final Award should be construed to preclude LCR from using the terms "Johnny Ramone Ranch" or "Linda Ramone Ranch" or "Johnny and Linda Ramone Ranch" or "Linda and Johnny Ramone Ranch" and any comparable social media references;

(ii) LCR may use the name "Linda Ramone" to present her annual "Johnny Ramone Tribute" event if this event is solely limited to the life and career of Johnny Ramone (e.g. where films are shown about the life of Johnny Ramone, where lectures are being given about his career and where only Johnny Ramone materials (and not Ramones' IP) are being displayed or used in the promotion of this event. However, if the "Johnny Ramone Tribute" continues to operate in a similar manner to the way this event has been presented in previous years, then LCR must obtain the prior approval of Claimant to use Ramones IP. If LCR is willing to refer to herself as "Linda Cummings-Ramone" in all advertising, media (including social media) and promotion of the "Johnny Ramone Tribute" – the Arbitrator has determined that the Claimant may not withhold his approval for any reason for any use of Ramones' IP which is used in a manner that is comparable or similar to the manner in which Ramones' IP has been used in past "Johnny Ramone Tribute" events.

(iii) Both the Claimant and R-C are directed to advise any third parties with whom they communicate regarding Company and/or Ramones' Intellectual Property-related business opportunities or proposals at the commencement of business dealings that all decisions and corporate action relating to Ramones' business must be jointly approved by both the Claimant and R-C. Both Claimant and R-C must advise the other party of any potential business dealings or opportunities relating to Ramones' business. Such notice must be in writing and conveyed to the other party and to their representative (currently Mr. Frey and Mr. Jampol) within forty-eight hours after they first become aware of such potential business dealings or opportunities.

(iv) The transfer of the so-called "John Trust Shares" did not constitute a breach of the Governing Agreements.

(v) Both the Claimant and the R-C shall jointly and equally share the administrative fees of the American Arbitration Association totaling $20,450.00, and the compensation of the Arbitrator totaling $78,382.50. Therefore, R-C shall reimburse Claimant the sum of $4,475.00, representing that portion of said fees of the apportioned costs previously incurred by the Claimant, upon demonstration by Claimant that these incurred costs have been paid.

Any of Claimant's other Demands for Relief not expressly granted herein are hereby denied.

II. Respondent-Counterclaimant's Demand for Relief

A complete list of the Respondent-Counterclaimant's Demands for Relief are contained on pages 6 and 7. The Arbitrator grants the following:

(i) The Claimant is barred from interfering with R-C's lawful use and exclusive license of the mark "Johnny Ramone" in contravention of paragraph 12(b)(iv) of the 2005 Agreement;

(ii) Claimant is barred from opposing or in any way diminishing R-C's opportunity to obtain trademarks or similar designations for the following names: "Johnny Ramone" and "Linda Ramone;"

(iii) The transfer of RPI stock by the Claimant to Mutated Publishing LLC was inadvertent and did not amount to breach of the Governing Agreements. Claimant shall provide proof to R-C within thirty days from the date of this Final Award that the RPI stock is being maintained under the exclusive ownership of the Estate of Mitchel Hyman; and

(iv) Both the R-C and the Claimant are directed to pay the costs related to this Arbitration as provided in paragraph I(v) above.

Any of R-C's other Demands for Relief not expressly granted herein are hereby denied.

Comment

I have now officially completed my obligations as the Arbitrator in this matter. I have conducted the Hearings and I have reviewed the documents. I've considered the evidence and I've made my Final Award, but in this case I feel that's not enough. I feel compelled to make a statement with the sincere hope that it might cause the parties to consider the perilous path they are on and hopefully make some substantive changes in order to avoid round number four of these costly and time-consuming arbitrations.

One thing that everyone associated with this matter can agree on is that The Ramones are one of the most influential rock and roll bands of all-time. For this reason, Mickey Hyman and Linda Cummings-Ramone have an almost sacred mission to be the caretakers for the band's creative work, to protect their iconic brand and to educate new fans in order to grow their legend. Instead, the parties have allowed their personal egos and their animus for one another to interfere with their joint obligations by failing to communicate, obfuscating information and unreasonably withholding their approvals.

In the report provided by R-C's expert witness Jonathan Faber, he wrote: "One of the greatest impediments for development of an intellectual property asset can be the rights of the owner. Finding licensing and co-branding partners is a delicate process. It often takes a time, and trust; value exchange and reputation are critical components that can be outcome-determinative. There are many bands and artists from which to choose for licenses. When a potential partner senses that a rights owner is hard to deal with, that potential partner will simply go a different direction. No co-branding partner wants to spend the time, effort, investment, and opportunity cost of partnering with a rights owner who is uncooperative, unfocused, or frustrates the process." (Expert Report of Jonathan Faber page 6)(R-449) Based upon my 40 years in the music business,

I believe that Mr. Faber is absolutely 100% correct. I also believe that Mr. Frey was absolutely 100% wrong when he testified (in response to a line of questions about why his "response was weeks or months." "We're deliberative. The use didn't go away. It didn't go to somebody else. They never do" (Hearing Tr. 971:22-25 and 972:2).

Mr. Faber's Report focused on the so-called "optimization of RPI's Brand." He states that "RPI's Brand has not done much more than recoup its advances from merchandise contracts, and the very concept of an advance is premised on significantly more revenue being generated than merely the advance" (R-449:Page 12). Mr. Faber expressed his annual valuation for the Ramones brand "as a range of $2,500,000 to $5,000,000" (R-449:Page 15). Without the benefit of additional information it is difficult for the Arbitrator to know if this range is accurate or even if the parties believe that it is in keeping with the integrity of the brand to grow it into dozens of commercial product categories. What I do know is that the status quo is not working. If it was – why would there be a necessity to commence three different arbitrations? With the hope of avoiding a fourth arbitration, I offer the following remarks. Just to be absolutely clear – these are not part of the orders contained in my Final Award – these are merely suggestions.

Suggestions:

I. Mickey and Linda

Mickey Hyman and Linda Cummings-Ramone weren't in The Ramones but they have the longest and closest association with the brand. They are both the most obvious and most important spokespeople for this property. Mickey needs to recognize that Linda has a natural affinity for promotion and that he should stop thwarting her efforts, which usually succeed in bringing favorable attention to the Ramones. Linda needs to recognize that she signed a Settlement Agreement that states "With regard to any product commercially released by RPI, including any

advertising or promotional materials created or authorized by RPI relating thereto, the parties agree that Ms. Cummings shall be referred to as "Linda Cummings-Ramone" and no other variation thereon" (Settlement Agreement paragraph 7). In my estimation, the typical Ramones fan won't care a whit (or even notice) if an event credit is listed as "Linda Ramone" or "Linda Cummings-Ramone." I believe the hours and money spent squabbling over issues like this are a needless drain of time and resources and have probably resulted in an unfavorable reputation for Ramones' IP – particularly among those who may consider affiliating their companies or brands with RPI.

II. Hire New Representatives

It is apparent to the Arbitrator (and probably everyone who has ever dealt with them on Ramones project) that David Frey and Jeff Jampol just don't like one another. Even more importantly, they can't or don't work well together. I'm sure the reason for this behavior is that Mr. Frey is usually reflecting the point-of-view of Mr. Hyman in the same way that Mr. Jampol is usually reflecting the point-of-view of Ms. Cummings-Ramone. What the Ramones' brand needs is a fresh start… and I don't believe that's ever going to happen if Mr. Frey and Mr. Jampol remain in their current positions.

III. Johnny Ramone Tribute

At the present moment, the Johnny Ramone Tribute is the largest and most valuable promotional event on the calendar for things related to the Ramones. As I previously indicated, the use of Ramones' Intellectual Property in past years has caused this event to cross the line and trigger the need for approval from the Claimant. As noted, LCR can avoid the need for approvals by restricting this event to music, videos, and other intellectual property which is strictly Johnny Ramone-related. However, in my estimation, that would not be in the best interests of either side here. Why not have a Johnny Ramone Tribute event that also celebrates The Ramones and their

many accomplishments? All it would take is for the LCR to use the name Linda Cummings-Ramone as the presenter of the event – and for Mickey Hyman to allow LCR to receive the public and media's adulation and respect that she rightfully deserves for organizing and executing this important event each year.

IV. A Ramones Film Project

The honors bestowed on the movie *Bohemian Rhapsody* at this year's Academy Awards demonstrates the power that a biopic can have on improving the stature of a rock band. As a result, Queen has had its highest chart position in 38 years (https://ultimateclassicrock.com/bohemian-rhapsody-soundtrack/). It generated "lucrative partnership deals with brands like John Lewis, Waitrose, Denton Center, Hard Rock Café, Hot Topic, Lucky Brand, T-Mobile, and Vilebrequin" (http://pitchfork.com/features/article/queens-bohemian-rhapsody-is-now-the-biggest-biopic-ever-its-also-total-bullshit). Although I haven't seen the statistics, I'd be shocked if the sales of Queen merchandise haven't experienced a tremendous spike as well. Even more importantly, it has introduced a whole new generation of fans to the music of Queen. This is a tried and true strategy that has been used by other artists such as the group NWA (and its individual members) after being portrayed in the movie *Straight Outta Compton.*

In my estimation, Ramones fans want a Ramones movie – and to make that happen, each side will need to put on hold their individual desires to make a Mickey movie or a Linda movie and join together to authorize a great biopic to be made about this historically important band.

Marky Ramone, Richie Ramone, and C.J. Ramone

The history of rock and roll is filled with stories of bands who didn't get along with one another (e.g. Credence Clearwater Revival, Oasis, Dire Straits, and Simon & Garfunkel).

Nevertheless, certain artists were able to put aside their personal differences for the good of the band (e.g. Beach Boys, Everly Brothers, Fleetwood Mac, and The Rolling Stones).

There are three surviving Ramones band members (Marky, Richie, and C.J.) .The Arbitrator is cognizant of the resentment felt by the parties as a results of lawsuits which were initiated against them by certain of those individuals. Based upon those and other actions that were not in RPI's best interests, the Arbitrator acknowledges that this resentment is probably justified. Nevertheless, these individuals collectively spent approximately 25 years as members of the Ramones band. For Ramones fans this gives Marky, Richie and C.J. true credibility. I believe it might be in the best interests of RPI to attempt a reproachment, which would allow the Company to use these three former band members as brand ambassadors on certain occasions.

Hire a Mediator

Section 1(f) of the 2005 Agreement specifies the procedure to be followed if the parties are deadlocked on an issue that requires their joint approval.

"(f) Deadlock. If as to any Company or Shareholder action or matter requiring approval, authorization or other action by the Shareholders or the Board of Directors pursuant to this Agreement or by law is not able to be taken or obtained by reason of a dispute between the Shareholders or the absence of a majority decision by the Shareholders or the Board of Directors (a "Deadlock Event"), then the Shareholders shall proceed to negotiate in good faith, and shall use their reasonable efforts, to resolve such Deadlock Event. While any Deadlock Event is pending, the Company and the Shareholders and officers and directors shall continue to operate the Company and its business without interruption in the manner most closely to the ordinary course consistent with past practice. In the event that the Deadlock Event is not resolved within such ten (10) day period, the dispute relating to the Deadlock Event shall be submitted to a mediator, to be selected by the Directors on a case by case basis (the "Mediator") for final and binding mediation. If the Mediator is unable or unwilling to serve or the Directors are unable to agree upon a mediator, the Estate of Hyman on the one hand, and the Estate of Cummings on the other hand shall each select a substitute mediator who shall then select a third party to act as Mediator. The expenses of the Mediator shall be borne by the Company and any decision of the Mediator shall be final and binding upon the parties."

The most frequent complaint raised by each side against the other in this matter was an unwillingness to provide necessary approvals in a timely fashion. Yet the Arbitrator finds inexplicable the fact that during the seven days of Hearings, which resulted in a transcript of 2,207 pages, that there didn't appear to be a single reference to the use of this Section in order to resolve disputes.

The Arbitrator recommends that the parties use this procedure as a means for resolving future disputes. However, I recognize that this procedure could be time consuming to complete which, in turn, may result in lost business opportunities. Therefore, I strongly recommend that the parties not wait until there is a crisis but rather act now to hire a mutually acceptable Mediator who has final decision making power. In order to give this dispute resolution strategy a reasonable chance for success – I would urge the parties to give the Mediator a guaranteed tenancy of at least one year. That would help to ensure that the Mediator couldn't be replaced by one of the parties each time the Mediator ruled in favor of the other party.

Conclusion

I have undertaken this Comment section because I want to try to change the behavior of the parties, which has led to three time-consuming and costly arbitrations and caused the Ramones brand to experience tepid growth. Mickey Hyman and Linda Cummings-Ramone have been entrusted with the exceedingly important mission of preserving the legacy of the Ramones for its existing followers, and to grow this iconic brand to a new world-wide group of music fans. The only way those goals can be accomplished, in my estimation, is for there to be some radical changes made by Mickey, Linda, and their representatives and the way they all conduct the business of the Company.

I hope the parties will view this Comment as it is intended – to offer changes which are in the best interests of the Ramones. Although this section of the Award contains suggestions rather than orders, it is my sincere hope that the parties will seriously consider their implementation. For the record, I have not billed for the time that was spent drafting the Comment section of this Final Award.

FINAL AWARD

Accordingly the Arbitrator does hereby AWARD as follows:

(1) LCR is barred from all future uses of the term "Ramones Ranch" or "#ramonesranch" or other similar social media references. Nothing contained in this Final Award should be construed to preclude LCR from using the terms "Johnny Ramone Ranch," or "Linda Ramone Ranch," or "Johnny and Linda Ramone Ranch" or "Linda and Johnny Ramone Ranch" and any other comparable social media reference.

(2) LCR may use the name "Linda Ramone" to present her annual "Johnny Ramone Tribute" event if this event is solely limited to the life and career of Johnny Ramone (e.g. where films are shown about the life of Johnny Ramone, where lectures are being given about his career and where only Johnny Ramone materials (and not Ramones' IP) are being displayed or used in the promotion of this event. However, if the "Johnny Ramone Tribute" continues to operate in a similar manner to the way this event has been presented in previous years, then LCR must obtain the prior approval of Claimant to use Ramones IP. If LCR is willing to refer to herself as "Linda Cummings-Ramone" in all advertising, media (including social media) and promotion of the "Johnny Ramone Tribute" – The Arbitrator has determined that the Claimant may not withhold his approval for any reason for any use of Ramones' IP which is used in a manner which is

comparable or similar to the manner in which Ramones has been used in the past "Johnny Ramone Tribute" event.

(3) Both the Claimant and R-C are directed to advise third parties with whom they communicate regarding Company and/or Ramones' Intellectual Property-related business opportunities or proposals at the commencement of business dealings that all decisions and corporate action relating to Ramones' business must be jointly approved by both the Claimant and R-C. Both Claimant and R-C must advise the other party of any potential business dealings or opportunities relating to Ramones' business. Such notice must be in writing and conveyed to the other party and their representative (currently Mr. Frey and Mr. Jampol) within forty-eight hours after they first become aware of such potential business dealings or opportunities.

(4) The Claimant is barred from interfering with R-C's lawful use and exclusive license of the mark "Johnny Ramone" in contravention of paragraph 12(b)(iv) of the 2005 Agreement.

(5) Claimant is barred from opposing, or in any way diminishing R-C's opportunity to obtain trademarks or similar designations for the following names: "Johnny Ramone" and "Linda Ramone."

(6) The transfer of the so-called "John Trust Shares" did not constitute a breach of the Governing Agreements.

(7) The transfer of RPI stock by the Claimant to Mutated Publishing LLC was inadvertent and did not amount to a breach of the Governing Agreements. Claimant shall provide proof to R-C within thirty days from the date of this Final Award that the RPI stock is being maintained under the exclusive ownership of the Estate of Mitchel Hyman.

This Final Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

Date **:** *May 28, 2019*

_____/S/_____
Bob Donnelly, Arbitrator

I, Bob Donnelly, affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which in my Final Award.

Date *: May 28, 2019*

_____/S/_____
Bob Donnelly, Arbitrator